

ROBERT G. SHEPHERD, JR.  
LOUIS E. GITOMER

LAW OFFICES OF  
ROBERT G. SHEPHERD, JR.  
SUITE 1200  
1133 15TH STREET, N.W.  
WASHINGTON, D.C. 20005  
(202) 457-7944

RECORDATION NO. 7323-B FILED NOS.

FA1  
(202) 72

FEB 27 1990 -2 50 PM

INTERSTATE COMMERCE COMMISSION

February 27, 1990

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

0-058A143

Dear Secretary McGee:

I have enclosed the original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Bill of Sale, Assignment and Assumption Agreement, a secondary document dated January 26, 1990. The primary document to which this is connected is recorded under Recordation No. 7323.

We request that this sale be recorded under Recordation No. 7323-G, and cross-indexed to Recordation Nos. 8269 and 8432.

The names and addresses of the parties to the document are as follows:

Vendor:

First Pennsylvania Bank, N.A.  
3020 Market Street  
2nd Floor  
Philadelphia, PA 19104

Vendee:

GATX Leasing Corporation  
Four Embarcadero Center  
San Francisco, CA 94111

A description of the equipment covered by the document follows:

*George Shepherd*  
*(1) Document*

Honorable Noretta R. McGee  
February 27, 1990  
Page Two

The equipment covered by the agreement consists of nine MP-15 1500 H.P. multipurpose diesel electric locomotives manufactured in 1974 by the Electro-Motive Division of General Motors Corporation with the following numbers: CR 9621-9629, inclusive.

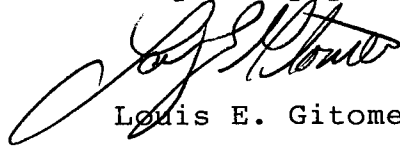
A fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Louis E. Gitomer  
Suite 1200  
1133 15th Street, N.W.  
Washington, D.C. 20005

A short summary of the document to appear in the index follows:

Assignment through a Bill of Sale, Assignment and Assumption Agreement, between First Pennsylvania Bank, N.A., 3020 Market Street, 2nd Floor, Philadelphia, PA 19104 and GATX Leasing Corporation, Four Embarcadero Center, San Francisco, CA 94111, dated January 26, 1990 and covering nine MP-15 1500 H.P. multipurpose diesel electric locomotives manufactured in 1974 by the Electro-Motive Division of General Motors Corporation with the following numbers: CR 9621-9629, inclusive.

Very truly yours,

A handwritten signature in dark ink, appearing to read "L. E. Gitomer", written over a horizontal line.

Louis E. Gitomer

LEG/bdr

# Interstate Commerce Commission

Washington, D.C. 20423

2/28/90

## OFFICE OF THE SECRETARY

Louis E. Gitomer  
Robert G. Shepherd, Jr.  
Suite 1200  
1133 15th Street, N. W.  
Washington, D. C. 20005

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/27/90 at 2:50PM, and assigned recordation number(s). 7323-B, 9250-E, 9943-C, 10782-D, 11466-E and 11531-F

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

FEB 27 1990 -2 50 P

**BILL OF SALE, ASSIGNMENT  
AND ASSUMPTION AGREEMENT**

INTERSTATE COMMERCE COMMISSION

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into as of January 26, 1990, by and among FIRST PENNSYLVANIA BANK, N.A., as Trustee under a trust agreement, dated as of November 15, 1974, for the benefit of The Philadelphia National Bank and FIRST PENNSYLVANIA BANK, N.A., as Trustee under a trust agreement, dated as of November 15, 1974, for the benefit of First Fidelity Bank, N.A., N.J. (collectively, "Seller"), and GATX Leasing Corporation, a Delaware corporation ("Purchaser").

**RECITALS**

Seller desires to sell certain locomotives and assign certain of its rights, duties and obligations with respect to such equipment and Purchaser desires to purchase such equipment and assume certain of Seller's rights, duties and obligations with respect thereto.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Conveyance and Assignment. Seller does hereby GRANT, BARGAIN, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY unto Purchaser, its successors and assigns, TO HAVE AND TO HOLD THE SAME UNTO PURCHASER, ITS SUCCESSORS AND ASSIGNS, FOREVER, all of Seller's right, title and interest in and to (a) the equipment (the "Equipment") listed on the attached Schedule I which is made a part hereof, and (b) Seller's rights, obligations and duties with respect to the Equipment under the Lease of Railroad Equipment (the "Lease") identified on the attached Schedule II, which is made a part hereof, including without limitation the rights of Seller concerning the return of the Equipment under Sections 9 and 14 of the Lease, but excluding, however, in each case, any claim, cause of action, liability or obligation of any nature or description or other right to payment accruing, arising or relating to any period prior to the date hereof or payable by reason of any act, event or omission occurring or existing prior to the date hereof, whether known or unknown, contingent or otherwise, as of the date hereof.

2. Assumption. Purchaser hereby agrees to be bound by all of the terms of the Lease and undertakes all of the obligations of Seller contained in the Lease occurring or arising on and after the date hereof.

3. Representations. Seller hereby represents and warrants the following:

(a) It has legal title to all of the Equipment and is transferring the Equipment to Purchaser free and clear of all claims, liens and encumbrances created by Seller; and

(b) Seller has the right to sell the Equipment and assign its rights under the Lease to Purchaser. There are no authorizations, consents or filings (other than with the Interstate Commerce Commission) required to consummate the sale of the Equipment and the assignment and assumption of the rights under the Lease, which has not been obtained or made.

4. Indemnity. Seller hereby agrees that it will indemnify and hold harmless Purchaser against all claims, liens and encumbrances on the Equipment created prior to the date hereof.

5. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Pennsylvania.

6. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

FIRST PENNSYLVANIA BANK, N.A.  
as Trustee U/T/A dated  
November 14, 1974 F/B/O  
The Philadelphia National Bank

By: [Signature]  
Name: RICHARD HOJNOWSKI  
Title: ASSISTANT VICE PRESIDENT

FIRST PENNSYLVANIA BANK, N.A.  
as Trustee U/T/A dated  
November 15, 1974 F/B/O  
First Fidelity Bank, N.A., N.J.  
(formerly known as Fidelity Union Trust Co)

By: [Signature]  
Name: RICHARD HOJNOWSKI  
Title: ASSISTANT VICE PRESIDENT

PURCHASER:

GATX LEASING CORPORATION

By: [Signature]  
Name: John B. West  
Title: Vice President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

} ss:

On this 1st day of February, 1990, before me personally appeared RICHARD HORNOWSKI to me personally known, who, being by me duly sworn, did depose and say that he is a ASSISTANT VICE PRESIDENT of FIRST PENNSYLVANIA BANK N.A., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

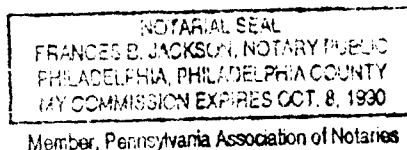
Frances B Jackson  
Notary Public

My Commission Expires: 10/8/90

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

} ss:



On this \_\_\_\_ day of \_\_\_\_\_, 1990, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did depose and say that he is a \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

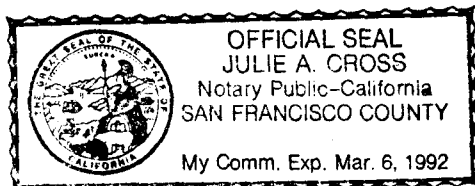
} ss:

On this 25th day of January, 1990, before me personally appeared John B. West, to me personally known, who, being by me duly sworn, did depose and say that he is a Vice President of GATX Leasing Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Julie A Cross  
Notary Public

My Commission Expires: 3/6/92



**SCHEDULE I**

**EQUIPMENT**

Nine (9) model MP15 locomotives built in 1974 by the  
Electro-Motive Division of General Motors Corporation,  
previously leased to the Consolidated Rail Corporation, and  
identified as CR 9621-9629.

## SCHEDULE II

### LEASE

Lease of Railroad Equipment, dated as of November 15, 1974, among ANDREW L. LEWIS, JR. and JOSEPH L. CASTLE, Trustees of the Property of Reading Company, Debtor, FIRST PENNSYLVANIA BANK N.A., as Trustee under that certain Trust Agreement, dated as of November 15, 1974, for the benefit of The Philadelphia National Bank, and FIRST PENNSYLVANIA BANK N.A., as Trustee under that certain Trust Agreement, dated as of November 15, 1974, for the benefit of First Fidelity Bank, N.A., N.J. (formerly known as Fidelity Union Trust Company).